

IN THE SUPERIOR COURT OF FANNIN COUNTY
STATE OF GEORGIA

PROJECT CHIMPS, INC.

Plaintiff,

v.

CRYSTAL ALBA and
LINDSAY VANDERHOOGT

Defendants.

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CIVIL ACTION NO.


 Dana Chastain, Clerk
 Fannin County, Georgia

VERIFIED COMPLAINT

Plaintiff Project Chimps, Inc. (“Plaintiff” or “Project Chimps”) brings this Complaint for Injunctive Relief and Damages against Crystal Alba (“Alba”) and Lindsay Vanderhoogt (“Vanderhoogt”) (collectively “Defendants”) to prevent further irreparable harm to its organization and its mission by two disgruntled former employees who have embarked on a campaign to smear Project Chimps.

PRELIMINARY STATEMENT

1. Project Chimps is an organization dedicated to providing lifetime love, care, and rehabilitation to retired laboratory chimpanzees. It is a full member of the North American Primate Sanctuary Alliance, a group of accredited primate sanctuaries around the country. Without Project Chimps’ sanctuary and provision of these lifesaving services, numerous chimpanzees would spend the rest of their lives in a laboratory setting without being able to experience the sanctuary setting.

2. Crystal Alba is a former employee who joined Project Chimps in January 2017. For two years, she worked at Project Chimps without raising any concerns regarding the quality of care provided to the chimpanzees.

3. In January 2019, Alba filed a complaint, initially anonymously, expressing some concerns with aspects of chimpanzee care. Project Chimps was alarmed by the extensive, serious

concerns presented in Alba's complaint, had multiple lengthy conversations with Alba, and conducted an extensive, thorough investigation into the alleged issues she presented.

4. Project Chimps' detailed review found that Alba's complaints were either incorrect or extremely exaggerated in scope and severity. When Project Chimps informed Alba that it had completed its investigation and determined her complaints did not require a total operational overhaul, Alba's focus shifted from performing her job duties to pursuing a vendetta against Project Chimps.

5. Rather than proactively identify and raise issues concerning conditions or potential injuries, as required by Project Chimps policy, Alba focused on documenting routine injuries that occur in sanctuary settings, falsifying information, and sending it to outside groups in an effort to present Project Chimps in an unduly negative light.

6. Alba's behavior culminated in a 39-page document that Alba sent to the activist animal rights group People for the Ethical Treatment of Animals ("PETA"), demonizing Project Chimps. Most, if not all, of the complaints regarding chimpanzee care in her manifesto are false, grossly exaggerated, or the product of her own lack of expertise regarding the appropriate standard of care for chimpanzees.

7. In perhaps the most outrageous example of Alba's actions, on March 27, 2020, a chimpanzee named Panielle broke two of her teeth in an incident that had not been observed by staff at Project Chimps. When Project Chimps learned about the injury, Project Chimps documented it with photographs and videos, which it sent to its consulting dentist and to two veterinarians, and then created a care plan. Project Chimps' healthcare providers and all involved agreed with the care plan.

8. Project Chimps' Manager of Administration discussed Panielle's care plan with Alba and another employee the very next day. Neither Alba nor the other employee voiced any concerns.

9. Nevertheless, Alba subsequently filmed Panielle following the injury, and as part of her job duties and obligations to chimpanzee welfare, was required to send that video to Project Chimps' veterinarian and her managers. Instead, she sent the footage to PETA and, on information and belief, included a false description of the injury with the video. She never provided the video to Project Chimps' veterinarian, her supervisor, or any of the care staff at Project Chimps, a direct violation of the organization's medical policies and her job description. That is, she neglected to provide potentially important medical information about a chimpanzee for whom she was responsible, and instead sent that information to an outside group.

10. As a result of this gross breach of Project Chimps' policies and mission, Project Chimps terminated Alba's employment. Immediately afterwards, Alba began a campaign of online harassment by spreading lies about Project Chimps, by improperly accessing Project Chimps' confidential information, and by partnering with Lindsay Vanderhoogt to undermine Project Chimps' valuable mission.

11. Lindsay Vanderhoogt, another former employee, never complained about any aspect of chimpanzee health or welfare during her employment with Project Chimps beyond an occasional statement that the chimpanzees should have more blankets or play time. After Vanderhoogt was passed over for a promotion, she resigned and had no professional involvement with Project Chimps.

12. Following her resignation, and, on information and belief, spurred on by Alba, Vanderhoogt joined Alba in posting intentionally false information about Project Chimps'

veterinary care, donation administration, and chimpanzee management on her social media accounts. On information and belief, she also created over a dozen fake accounts to propagate these statements, including statements regarding events and conditions that occurred well after she resigned.

13. Despite extensive independent verification by outside agencies and experts, Defendants continue their wrongful campaign against their former employer. Project Chimps has recently undergone thorough inspections by the Global Federation of Animal Sanctuaries (“GFAS”), the Occupational Safety and Health Administration (“OSHA”), and the United States Department of Agriculture (“USDA”). None of these distinguished organizations, or multiple independent veterinarians, found any notable issues with the care and treatment that Project Chimps provides to its resident chimpanzees.¹

14. Defendants’ response has been to reject these comprehensive reviews as biased and continue to spread false and malicious misrepresentations regarding the conditions at Project Chimps.

15. Following her termination, Alba refused to return Project Chimps property and, without authorization, accessed or caused to be accessed Project Chimps’ password-protected Dropbox account. Alba then disseminated confidential information from those documents on her social media accounts.

16. To confuse donors and other individuals interested in Project Chimps’ mission, Alba created a website at projectchimp.org.² Project Chimps’ website URL is almost identical – projectchimps.org. In violation of her Non-Disclosure Agreement (the “Non-Disclosure

¹ For instance, GFAS recommendations were limited to topics like *more novel* enrichment activities, *additional* climbing structures, and *expanding* bedding options.

² As discussed below, Alba later migrated the content to helpthechimps.org.

Agreement”), state trade secrets law, and the direct requests from management to return all of Project Chimps’ property, Alba includes confidential and proprietary documentation from Project Chimps on her website. Specifically, Alba has stolen and disseminated information from the chimpanzees’ medical records, information about staff, and private communications with staff and the board of directors.

17. Through their actions, Defendants have actively driven potential donors away from Project Chimps’ lifesaving mission, and deprived Project Chimps of public donations necessary to maintain the chimpanzees’ sanctuary and to construct additional infrastructure to increase the capacity of the facility, so that Project Chimps can continue its mission.

18. Without immediate intervention from the Court, Defendants will continue to defame Project Chimps, to disseminate Project Chimps’ confidential information, and to improperly retain Project Chimps’ property. As a result, Project Chimps requests that the Court enter an order requiring Defendants (i) to remove all content derived from information misappropriated or wrongfully retained from Project Chimps from any media controlled by them; (ii) to return all Project Chimps property in their possession, custody, or control; and (ii) delete any Project Chimps information that is in their possession, custody, or control. Project Chimps also requests that injunctive relief require Alba to comply with the obligations set forth in the Non-Disclosure Agreement.

19. Defendants have caused Project Chimps substantial monetary loss in the form of at least one known lost donor relationship and likely a number of unknown such losses, as well as having to incur attorneys’ fees and costs to fight against their defamatory campaign. Therefore, Project Chimps is entitled to recovery of compensatory damages, punitive damages, costs, and attorneys’ fees.

PARTIES, JURISDICTION, AND VENUE

20. Plaintiff Project Chimps is a nonprofit corporation with its principal place of business located at 2031 Lowery Road, Morganton, Fannin County, Georgia 30560.

21. Defendant Crystal Alba is a former employee of Project Chimps who is currently believed to be residing at 22 Oak Loop, Mineral Bluff, Georgia 30559 in Fannin County. Alba is subject to the jurisdiction of this Court and may be served with process at the aforementioned address.

22. Defendant Lindsay Vanderhoogt is a former employee of Project Chimps who is currently believed to be residing at 784 Adair Avenue Northeast, Atlanta, Georgia 30306 in Fulton County. Vanderhoogt is subject to the jurisdiction of this Court and may be served with process at the aforementioned address.

23. This Court has subject matter jurisdiction over Project Chimps' claims pursuant to O.C.G.A. § 15-6-8, and venue is proper in this Court because Defendant Alba resides in Fannin County and some or all of the acts complained of were committed in Fannin County.

FACTUAL ALLEGATIONS

Project Chimps' Mission

24. Project Chimps is a federal nonprofit corporation in good standing under Section 501(c)(3) of the Internal Revenue Code, which runs a chimpanzee sanctuary located on 236 acres of land in the Blue Ridge Mountains. The organization's mission is "to provide lifelong exemplary care to chimpanzees retired from research."

25. Project Chimps provides lifetime sanctuary for former research chimpanzees that were privately owned and would otherwise remain at a research facility.

26. Currently, Project Chimps is home to 78 chimpanzees.

27. The chimpanzees at Project Chimps live in five chimpanzee villas that surrounds a six-acre forested habitat. Each villa includes a multi-story open air area as well as a climate-controlled area.

28. Project Chimps employs over thirty staff (including care, maintenance, and administration teams) to care for the chimpanzees, maintain the property, and manage the organization. Project Chimps also relies on the support of over 200 local volunteers and contracts with a veterinarian, who is on 24-hour call and provides care on-site multiple days a week.

29. Project Chimps is governed by a Board of Directors and receives guidance related to the chimpanzees' care and management from 13 standing committees.

30. Project Chimps is not regularly open to the public and is funded exclusively by public donations and grants. To raise public support, Project Chimps primarily relies on word of mouth recommendations, endorsements by celebrity donors, social media, and its website (projectchimps.org).

31. Project Chimps is accredited by the Better Business Bureau and has achieved Guidestar Platinum status for transparency as a non-profit in disclosing financial metrics, progress, and results.

32. Additionally, Project Chimps is accredited by GFAS and is a full member of the North American Primate Sanctuary Alliance.

Vanderhoogt's Employment with Project Chimps

33. On or about April 2, 2016, Project Chimps hired Vanderhoogt as a programs assistant, and she subsequently transitioned to a chimpanzee caregiver aide. Her job duties in that latter role included assisting the caregivers and maintaining and cleaning the chimpanzees' enclosures.

34. Vanderhoogt leased accommodation from Project Chimps and lived on the property during her employment.

35. Vanderhoogt helped create content for Project Chimps' social media. As such, Vanderhoogt had limited access to confidential and proprietary information, such as donor lists and the access information for Project Chimps' social media accounts. As a caregiver aide, Vanderhoogt also had access to the chimpanzees' confidential medical records.

36. In late 2017, Vanderhoogt applied for a position on Project Chimps' media team. Project Chimps determined that she was not qualified and instead offered her a position as a chimpanzee caregiver aide. Vanderhoogt accepted the position only to resign effective February 16, 2018.

37. During her employment with Project Chimps, Vanderhoogt never claimed that the chimpanzees at Project Chimps experienced substandard care or conditions.

38. Following her resignation, Project Chimps requested the return of all Project Chimps' property, and terminated her access to its electronically stored information.

Alba's Employment with Project Chimps

39. On or about January 9, 2017, Project Chimps hired Alba as a chimpanzee caregiver aide. Her job duties included assisting the caregivers and maintaining and cleaning the chimpanzees' habitat.

40. Prior to her employment with Project Chimps, Alba did not have any experience caring for chimpanzees or any other nonhuman primates.

41. On March 26, 2018, Alba was promoted to caregiver, and effective September 16, 2019, Alba was promoted to veterinary assistant, an unlicensed and unaccredited position. As a veterinary assistant, Alba's primary job responsibilities included collecting samples (such as urine

or feces), maintaining medical records, and acting as a liaison between the veterinarian and the care staff.

42. Alba has never been licensed as a veterinary technician nor as a veterinarian. She does not have an educational background in animal science. She is not qualified to make veterinary medical decisions or judgments under the Georgia Veterinary Practice Act, O.C.G.A. § 43-50-1 *et seq.* The only training she has ever received with respect to the care of chimpanzees has been from her supervisors at Project Chimps.

43. As part of her role as a veterinary assistant with Project Chimps, Alba was granted access to confidential and proprietary information, including but not limited to the chimpanzees' medical records, medical diagnoses and treatments provided by veterinarians, behavioral management records, photographs of restricted areas, personnel information, and donor lists and contact information.

44. Project Chimps considers this information – together and individually – to be trade secrets and protects the secrecy of this information accordingly. For example, Project Chimps stores confidential information on Dropbox (a Cloud-based platform) and only provides broad access to nine licensed users, including the Executive Director and Manager of Administration. Project Chimps also protects the secrecy of its confidential information through: (1) the use of nondisclosure agreements, which every staff member must sign; (2) IT security measures, such as password protection and need-to-know restrictions; (3) physical security measures such as locked filing cabinets for any hard copy back-ups; and (4) exit procedures that require departing employees to return any confidential information.

45. Alba executed the Non-Disclosure Agreement, which she signed on July 22, 2016 and again on January 9, 2017 as a condition of her continued employment. Copies of these agreements are attached, respectively, as **Exhibit A** and **Exhibit B**.

46. Alba agreed that she would not use or disclose Project Chimps' confidential information:

All non-public information concerning or relating to PC [Project Chimps] made available to You or otherwise disclosed to You ("Confidential Information") shall be maintained in confidence by You, will not be disclosed to any third party, and will not be used for purposes other than the consultations and communications between PC and You.

...

The obligations in this Agreement shall apply and survive even if the Project does not move forward and shall also survive any termination of the Project, or any termination of Your involvement with the Project. You shall, upon request from PC, destroy or return to PC all Confidential Information and any materials (including electronic materials) that contain Confidential Information.

Exhibit A.

47. Alba was also employed as a Project Chimps photographer, for which she received additional compensation and equipment, including a digital camera. As such, on October 8, 2018, Alba agreed to Project Chimps' Photography, Video & Written Works Policy ("Photography Agreement").

48. Alba agreed that the photographs she took as an employee were the property of Project Chimps:

All written curricula, printed publications, crafted items, photographs or any other works created by an employee, volunteer or intern for Project Chimps during a routine employee, volunteer or internship shift or whenever using Project Chimps equipment will be a "work for hire." Project Chimps, therefore, will be the owner of such works.

Exhibit C; Exhibit D.

49. Alba further agreed that she would not share Project Chimps' property without written permission:

The employee, volunteer, or intern may not share images of the chimpanzees, Project Chimps activities, or the sanctuary obtained under the category of "work for hire" publicly, including but not limited to social media, conventional media, publications, or public presentations, unless Project Chimps has also shared the image publicly via the website, social media, conventional media, publications, or public presentations, or unless Project Chimps provides written permission.

Exhibit C; Exhibit D.

50. Finally, Alba agreed that she would not share photographs and videos taken in areas of the sanctuary restricted from public access:

Photos and videos taken at the Project Chimps facility off-shift, using personal equipment shall not be considered a "work for hire" and are considered unrestricted for use and distribution ONLY if the images were taken from an area we would normally permit the public, such as the viewing windows outside the perimeter wall.

Exhibit C; Exhibit D.

Alba's Employment and Termination

51. Alba performed the basic job duties of a caregiver and veterinary assistant and, almost from the beginning of her employment, she overestimated her capabilities and expertise.

52. Alba often expressed disagreement with the conclusions of Project Chimps' veterinarian, as well as her supervisor, Laura Mayo (Manager of Chimp Care) and other staff, when their decisions were contrary to her own on matters both trivial and significant. Specifically, despite having no formal veterinary training, she often questioned and outwardly disagreed with the licensed veterinarian's medical decisions, as well as guidance from her supervisors who, unlike her, had extensive chimpanzee experience.

53. When the chimpanzees experience novel medical issues, Project Chimps not only consults its contracting veterinarian, but it also seeks a second, and sometimes a third, opinion from other licensed veterinarians with extensive chimpanzee experience.

54. Upon information and belief, Alba believed her opinion, as a non-licensed veterinary assistant, superseded the medical opinions of multiple trained veterinarians and primate experts.

55. For instance, Alba often expressed doubts that the chimpanzees received sufficient painkillers if they were injured, even though routinely administering prescription painkillers can have adverse physical impacts on chimpanzees and disrupt existing social dynamics. And overly sedating chimpanzees could exacerbate existing injuries because, affected by painkillers, chimpanzees could engage in behaviors that exacerbated existing wounds. In all situations where it is indicated, the chimpanzees receive adequate and appropriate pain relief based on the standards established by chimpanzee veterinarians.

56. In addition to offering unsolicited and inaccurate medical opinions, Alba demanded unnecessary medical equipment. For instance, when management declined her request for a new blood pressure cuff, Alba solicited a donor without permission. Alba falsely told the donor that Project Chimps was denying the chimpanzees lifesaving equipment by refusing to purchase this blood pressure cuff. In reality, Project Chimps already had equipment to perform blood pressure readings. As such, Alba provided false information to a donor that both disparaged Project Chimps and its experts. In doing so, she actively contradicted the judgment of more qualified personnel and acted in violation of the scope of her duties at Project Chimps by seeking donor funds for a wholly unnecessary piece of equipment.

57. In January 2019, Alba filed a complaint with a Project Chimps board member, rather than her supervisors or Project Chimps human resources manager. She filed the complaint anonymously initially, expressing some concerns with aspects of chimpanzee care. Project Chimps, consistent with its whistleblower policy, ensured her that it took her concerns seriously and conducted an extensive review of the concerns raised by Alba.

58. Project Chimps' review found that Alba's complaints were either incorrect or grossly exaggerated. When Project Chimps' intensive and thorough review concluded with recommendations that did not totally match Alba's perceived deficiencies, Alba's focus mutated from performing her job duties to focusing her efforts on undermining Project Chimps by surreptitiously providing information to outside organizations and knowingly presenting Project Chimps in a false and misleading manner.

59. Project Chimps informed Alba that it had completed its investigation and determined her complaint did not require the total operational overhaul that Alba desired.

60. Alba then composed a 39-page document that Alba sent to PETA (the "PETA Memorandum") in January 2020, seeking to demonize Project Chimps. Most, if not all, of the complaints regarding chimpanzee care are false, grossly exaggerated, or the product of her own lack of expertise regarding the appropriate standard of care for chimpanzees. The report included photographs that she did not have the right to disseminate and excerpts from the chimpanzees' medical records, which were deliberately taken out of context and manipulated to portray Project Chimps' personnel as callous and uncaring. Alba's PETA Memorandum includes numerous accusations that are false, including, but not limited to, her statements that:

- 100% of the Project Chimps colony engages in coprophagy;
- On January 16 and 17, habitat access was delayed until the mid-afternoon due to a donor visit;

- Project Chimps’ lunch sizes “have been markedly decreased.”; and
- Project Chimps’ veterinarian has a “huge conflict of interest” in limiting lab work because “he profits off [Project Chimps] not having in-house equipment.”

61. Following receipt of the PETA Memorandum, PETA contacted Project Chimps with Alba’s concerns. On information and belief, Alba also encouraged another Project Chimps employee to present the identical concerns to Project Chimps, *after* Alba had already gone to PETA.

62. In response to the PETA Memorandum and the internal complaint, Project Chimps undertook a thorough internal investigation, which included interviewing the entire care team—18 staff members—about their concerns for the chimpanzees’ welfare, and consultation with multiple independent veterinarians with primate experience, who performed reviews of the medical records identified. Project Chimps’ Manager of Administration also spoke with Alba for almost two hours regarding her concerns.

63. After this extensive investigation, Project Chimps determined that Alba’s claims were false or significant exaggerations, and that all of Project Chimps’ veterinary treatment and care of its chimpanzees was proper by current veterinary and care standards. Nevertheless, Project Chimps used the opportunity to improve its quality of care protocol and implemented several measures to improve chimpanzee care, such as a food administration review, expansion of veterinary care, and increasing the activities of the enrichment committee to obtain new enrichment materials to improve the amount of mental stimulation available to chimpanzees.

64. Despite Alba’s claims to the contrary, Project Chimps has always provided, and will continue to provide competent preventative care to all of its chimpanzees, including routine fecal sampling, body condition scoring, weight monitoring, adjusting diets, providing daily medications, and performing routine diagnostics.

65. Project Chimps' review was not cabined to an internal review. Following the PETA Memorandum, Project Chimps welcomed multiple third parties to inspect Project Chimps and found that it met or exceeded all areas related to chimpanzee welfare and that the organization provided appropriate medical care.

- On January 9, 2020, the U.S. Department of Agriculture ("USDA") conducted an investigation pursuant to its investigation and oversight authority under the federal Animal Welfare Act ("AWA"). The USDA inspector reviewed and investigated Project Chimps pursuant to the requirements of the AWA, and issued a report finding that Project Chimps was in full compliance with the AWA standards, and that there were "[n]o non-compliant items[.]" **Exhibit E**. This is consistent with Project Chimps' last two USDA inspections, which found full compliance.
- In January of 2020, Project Chimps sent specific medical concerns raised by Alba to multiple veterinarians with extensive great ape experience (in some cases, as many as five different veterinarians), and *every single one* found the veterinary care provided to the chimpanzees appropriate.
- Beginning February 18, 2020, OSHA inspected Project Chimps. OSHA's concerns about Project Chimps were wholly unrelated to chimpanzee care.
- On February 28, 2020, GFAS, an internationally recognized organization that provides accreditation and certification for animal sanctuaries, performed an in-depth, on-site investigation of Project Chimps. GFAS interviewed the staff and inspected the entire sanctuary. The final statement, provided on May 27, 2020, confirms that Project Chimps remains an accredited sanctuary. In fact, the GFAS Executive Director told a media source that when investigating Project Chimps, GFAS "certainly didn't find anything that was an emergency as far as animal welfare and animal health . . . What [GFAS] found is just some systems that need to be put in place so that it will help the sanctuary, particularly as they look to increase their population of animals retiring out of laboratories." See **Exhibit F**.
- In April of 2020, Project Chimps contracted with a veterinarian with decades of sanctuary chimpanzee experience to perform an audit of the care given to the chimpanzees at Project Chimps. GFAS recommended this veterinarian as someone they would trust to provide an accurate assessment of Project Chimps' veterinary treatment of its chimpanzees. After a visit to Project Chimps to observe each chimpanzee and a review of the medical records, she concluded that the chimpanzees at Project Chimps were in good health, including the specific chimpanzees Alba claimed were being mistreated by Project Chimps.

66. But these determinations don't matter because Alba did not agree with them. Perhaps nowhere is this clearer than in the conduct that led to Alba's termination.

67. On March 27, 2020, a chimpanzee named Panielle broke two of her teeth in an incident that was not observed by staff at Project Chimps. As soon as the problem was identified, Project Chimps documented the injury with photographs and videos, which it sent to its consulting dentist and to two veterinarians, and then created a care plan. The Project Chimps' healthcare providers and all involved agreed with the care plan.

68. Project Chimps' Manager of Administration discussed Panielle's care plan with Alba and another employee the following day. Neither Alba nor the other employee voiced any concerns.

69. Unbeknownst to Project Chimps, Alba filmed Panielle following the injury and sent the footage to PETA but *did not* notify Project Chimps or provide the video to Project Chimps' veterinarian or her supervisor, in direct violation of the organization's medical policies and her job description and duties to the chimpanzees. Alba's professional obligation was to seek additional care for Panielle.

70. Based on this clear and inexcusable breach of Project Chimps' policies and procedures, Project Chimps terminated Alba, effective March 31, 2020. **Exhibit G.**

71. The Executive Director and Manager of Administration conducted an exit interview with Alba and requested that she return all of Project Chimps' confidential information and property, including her keys and the iPhone and camera that the organization purchased for her use as an employee.

72. Alba refused to return Project Chimps' iPhone.

73. Following her termination, Project Chimps eliminated Alba's access to its electronically stored information and revoked her credentials to use the organization's Dropbox account.

Defendants' Wrongful Campaign Against Project Chimps

74. Within half an hour of being escorted from the premises, Alba began posting disparaging comments about Project Chimps on her social media accounts. Her post states in part: “proper care continues to take a backseat at this facility, and when I spoke up I was terminated. One thing is certain, I will not be silent now. And once I’ve calmed down, I will be sharing all the details because this is not something that can be allowed to continue. . . . More to come. Lots more.” This post received over 200 comments and was shared on Facebook over 200 times.

75. On April 1, 2020, Alba made the following post on Facebook containing false and defamatory statements: “[Panielle’s] front teeth had been smashed . . . I asked if we were going to do anything more than Ibuprofen and [the vet] said no, she’ll eventually pull that piece out on her own and ‘we’ll just watch it.’”

76. Alba has claimed in the past that Project Chimps only uses ibuprofen for medication, but this is flatly false and even contradicted by other complaints she made.

77. Panielle’s veterinary treatment plan had approved by multiple outside veterinarians and a dentist who volunteers to care for Project Chimps’ chimpanzees, yet Alba claimed it constituted inadequate care. Following the incident, Panielle recovered relatively quickly, did not demonstrate trouble eating and did not exhibit signs of pain.

78. On April 3, 2020, Alba posed the following question on Facebook: “Why is a dog and cat vet in charge of medical care for 79 chimps?” She then posted on April 4, 2020: “Please allow me to clarify what actually hurts the chimps: 1. Poor medical care[.]” This information is false and intentionally misleading. Project Chimps contracts with a veterinarian, Dr. Jim McClearen, to provide on-site care multiple times a week. Dr. McClearen is not just a “dog and cat vet.” Prior to coming to Project Chimps, he also worked with native wildlife, exotic animals,

and smaller primates. He is the past president of Cobb County Veterinary Association, the past president of Georgia Medical Academy, and a board member of Georgia Veterinary Medical Association (“GVMA”) for the past 10 years, serving as president for one term. In 2013, Dr. McClearen was recognized as the GVMA Veterinarian of the Year and Cherokee County Veterinarian of the Year.

79. Dr. McClearen, upon joining Project Chimps, spent time consulting with primate veterinarians who focus on chimpanzees. This training included visiting other chimpanzee facilities so that he could observe and learn about hands-on veterinary care for chimpanzees.

80. Additionally, when faced with any new medical concerns that have not arisen at the sanctuary before, Dr. McClearen and Project Chimps personnel routinely consult additional veterinarians for second and third opinions.

81. On April 5, 2020 Alba posted: “No one on the PC management team has chimp experience. Only one board member has chimp experience.” This information is false. Mayo, the Manager of Chimp Care, has over three decades of experience of caring for primates, including chimpanzees, gorillas, orangutans, and bonobos. Ms. Mayo served as the Assistant Curator of Primates for Zoo Atlanta before joining the staff at Project Chimps.

82. On May 11, 2020, Alba posted confidential medical information about a chimpanzee that passed away at Project Chimps. She claims he was infected with Hepatitis C, which is false. None of the chimpanzees at Project Chimps has been diagnosed with Hepatitis C, as evidenced plainly by their medical records and as verified by their prior veterinarians. Alba made this statement with full knowledge that it was false and did so to impugn Project Chimps’ reputation.

83. Alba posted the social media contact information of a number of major Project Chimps' donors and pleaded that the public bombard their inboxes.

84. Upon information and belief, Alba's ultimate goal is to start her own wildlife sanctuary as evidenced by her gofundme page and her April 10, 2020 post: "Anyone want to fund an animal sanctuary of some sort? This looks like a good starting point! [link to property on Zillow] I have a lot of animal lovers who are disillusioned with 'corporate sanctuaries' ready to staff it, but we're all broke."

85. At some point, Vanderhoogt joined Alba in circulating false information about Project Chimps on her social media and leaving disparaging comments on Project Chimps' social media accounts. On information and belief, Vanderhoogt and Alba coordinated their activity and worked together to formulate messages to attack Project Chimps.

86. In a news article, Vanderhoogt stated, "I have many concerns about what is currently going on at [Project Chimps] but of course can only speak to my experience and what I have witnessed first hand." However, she quickly began posting false and misleading information on social media, of which she had no personal knowledge, including events that occurred long after she resigned.

87. For example, on May 11, 2020 – over two years after leaving Project Chimps – Vanderhoogt wrote about the recent death of a chimpanzee named Tibi. On her Facebook, she posted, "Though I never had the privilege of meeting Tibi, I will continue to speak out on his behalf . . . Tibi didn't receive appropriate medical care at Project Chimps to address his pre-existing medical conditions. Project Chimps is not equipped to handle chimpanzee medical emergencies. Their leading veterinarian is only part-time and has no prior experience treating chimpanzees. The chimpanzees will never receive adequate medical care if the person in charge of providing their

care is ignorant about chimpanzees.” This statement is false, as Project Chimps’ veterinarian had, by that point, more than three years providing medical care to chimpanzees.

88. Not content with making false statements about Project Chimps, Vanderhoogt also made up fake identities to spread those false statements. Vanderhoogt created numerous fake social media accounts to spread false statements about Project Chimps. Though some have been removed, Vanderhoogt’s fake Facebook accounts include: Gina Booker, Shane Boudreaux, and Sally Conner.

89. Vanderhoogt used these fake social media accounts to post links to projectchimp.org, the website created by Alba, and to leave comments replete with false information on Project Chimps’ social media posts.

90. Vanderhoogt created these accounts to harass and embarrass Project Chimps and its Executive Director.

91. Vanderhoogt created these fake accounts to flood social media with disparaging falsehoods about Project Chimps and give the public a false impression of how many people support Defendants’ claims.

92. Vanderhoogt created these accounts and others for the purpose of willfully and maliciously attacking Project Chimps and its employees. Accounts created by Vanderhoogt on Instagram include images of an individual affiliated with Project Chimps, and the use of her likeness to make posts disparaging Project Chimps exemplifies the bad faith and malice permeating Defendants’ actions.

93. In the course of posting false and defamatory content about Project Chimps, Alba and Vanderhoogt have reproduced or copied photographs that constitute works for hire under the Photography Agreement, and Alba has no right to retain or distribute these photographs.

**Alba Hacks Project Chimps' Database and
Disseminates Confidential Information**

94. Upon information and belief, on May 9, 2020 at 10:44 p.m., Alba, or someone acting at her direction, without authorization, accessed Project Chimps' Dropbox account using Deanna Stratton's credentials as the Manager of Administration of Project Chimps.

95. Stratton received a notification from Dropbox that a new browser signed into her account on May 9, 2020 at 10:44 pm. **Exhibit H.** However, she did not access the account during those times, and the activity came from an unfamiliar IP address. **Exhibit H.**

96. The hacking took place using WiFi in downtown Blue Ridge, Georgia. Alba lives just outside of Blue Ridge.

97. Alba (or someone acting in conjunction with her) accessed 123 confidential files on Dropbox, including information related to an offer of employment Project Chimps made to a veterinarian. The details of the offer were confidential, and Alba shared related information on her social media following the unauthorized access, proving that she (or someone affiliated with her) committed the hacking of the Dropbox account.

Alba Launches ProjectChimp.org

98. On or about May 13, 2020, Alba launched a website called "Problems at Project Chimps" ("the Website") dedicating to disparaging the good work and mission of Project Chimps.

99. The access URL to the Website was initially projectchimp.org. Alba intentionally used a URL that would be confused with Project Chimps URL – projectchimps.org – to confuse the public and draw potential donors and interested individuals away from Project Chimps.

100. The Website contains numerous confidential documents, including excerpts from chimpanzees' medical records and internal communications.

101. The Website also contains numerous false statements about Project Chimps, which are intended to mislead the public. For example, the “Problems” landing page includes statements about poor veterinary care, GFAS violations, and the hepatitis status of the chimpanzees. As discussed above, this information is false.

102. Alba has shared numerous photographs on her social media accounts and on the Website that depict areas of the sanctuary at Project Chimps that are not open to the public. Alba does not and never did have permission to use or disseminate these photographs and in fact agreed by contract that she would not do so.

103. Alba has shared numerous photographs on her social media accounts and on the Website that were taken in the course of Alba’s employment as the photographer for Project Chimps. Alba does not have permission to use or disseminate these photographs and in fact agreed by contract that she would not do so.

104. Vanderhoogt also publicized the Website on her Facebook, Instagram, and Twitter accounts. On multiple occasions in May 2020, Vanderhoogt posted a link to the Website on her Facebook page and wrote messages disparaging Project Chimps.

105. Project Chimps recently received notice that a donor who gave thousands of dollars for the past two years will no longer give funds to Project Chimps because of Alba’s deceitful activities.

106. Alba’s social media posts and projectchimp.org encourage followers to reach out to celebrity donors on social media, the negative publicity of which could affect the donors’ public endorsement and will harm the organization’s relationships, partnerships and fundraising abilities. Project Chimps’ donors are critical for its future viability, not only because they provide the funds

that allow the sanctuary to continue to operate, but also because of the goodwill and leads generated from having active donors.

107. Project Chimps was forced to initiate an expensive proceeding to stop Alba's improper and unauthorized use of the Website domain. However, even after agreeing to stop using the misleading domain, Alba nonetheless created a new domain, helpthechimps.org, to access the same false and defamatory content.

108. Defendants have threatened Project Chimps' viability as a sanctuary for former research chimps. If they are allowed to continue on their path of defaming Project Chimps, then the sanctuary might be forced to close its doors or operate at a reduced capacity. The result would threaten the safety of the chimpanzees currently at Project Chimps and would mean that fewer research chimps would be able to move to a sanctuary. Those chimpanzees would therefore need to stay at their former research facility

109. Alba has no veterinary training whatsoever and is not an expert on primate care. Her only experience with professional animal care prior to Project Chimps was that she ran a horse rescue facility that went out of business. Nevertheless, Alba repeatedly refused to accept the conclusions of highly skilled veterinarians who provided ongoing care to chimps, as well as Laura Mayo, Project Chimps' Manager of Chimp Care.

110. Vanderhoogt left Project Chimps in early 2018. Vanderhoogt claims that she speaks only from firsthand experience of circumstances that she has witnessed. However, she has not been employed with Project Chimps since February 16, 2018, and instead has repeated and republished Alba's false statements regarding chimpanzee health at the sanctuary.

111. Defendants' continued campaign of harassment and defamation will result in further economic and irreparable harm to Project Chimps.

COUNT I
BREACH OF CONTRACT
(AS TO ALBA)

112. Project Chimps alleges and incorporates by reference the preceding paragraphs as if set forth in full herein.

113. The Non-Disclosure Agreement entered into by and between Project Chimps and Alba is a valid, lawful, and enforceable contract.

114. As part of the Non-Disclosure Agreement, Alba promised that she would not disseminate Project Chimps' confidential information.

115. Alba breached the Non-Disclosure Agreement by sharing numerous confidential and proprietary documents and information on her social media accounts, on the Website, and in the PETA Memorandum.

116. Alba and Project Chimps also agreed to the Photography Agreement, wherein Project Chimps owns all works for hire. Alba agreed not to share these works for hire with the public without express written permission.

117. Alba breached the Photography Agreement by posting works for hire on social media and on the Website without permission from Project Chimps.

118. Alba breached the Photography Agreement by failing to return to Project Chimps all photographs owned by Projects Chimps as a result of the Photography Agreement. Alba's failure to return these photographs is preventing Project Chimps from registering such photographs.

119. Alba was not justified in breaching the Non-Disclosure Agreement or the Photography Agreement.

120. Because Project Chimps is without an adequate remedy at law for Alba's breach, she should be temporarily, preliminarily, and permanently enjoined from violating the terms of the Non-Disclosure Agreement and the Photography Agreement.

121. Project Chimps is further entitled to monetary relief from Alba in the form of lost donations and all other available forms of relief as a result of her acts in violation of the Non-Disclosure Agreement and the Photography Agreement.

COUNT II
DEFAMATION AND LIBEL
(AS TO ALL DEFENDANTS)

122. Project Chimps alleges and incorporates by reference the preceding paragraphs as if set forth in full herein.

123. Defendants made numerous intentional, defamatory statements about Project Chimps on the Website, on their social media accounts, and in the PETA Memorandum, as described above.

124. Additionally, Defendant Vanderhoogt knowingly created fake social media accounts to willfully and maliciously disseminate false information about Project Chimps.

125. Defendants acted with actual malice when knowingly posting false statements regarding Project Chimps on the Website, on their social media accounts, and in the PETA Memorandum.

126. Defendants' false and malicious statements impugn Project Chimps' business and/or operations, and special damages are therefore presumed.

127. As a direct and proximate result of Defendants' false and defamatory statements, Project Chimps suffered and continues to suffer damages and irreparable harm, including but not limited to injury to reputation and loss of donor funding.

128. As a result of Defendants' defamatory statements, Project Chimps is entitled to damages.

COUNT III
ACTUAL AND THREATENED MISAPPROPRIATION UNDER
THE GEORGIA UNIFORM TRADE SECRETS ACT
(AS TO ALBA)

129. Project Chimps alleges and incorporates by reference the preceding paragraphs as if set forth in full herein.

130. The Georgia Uniform Trade Secrets Act ("GUTSA"), codified at O.C.G.A. § 10-1-760 *et seq.*, prohibits persons from misappropriating trade secrets.

131. Upon information and belief, Alba knowingly violated the GUTSA by using improper means to take numerous documents (including chimpanzees' medical records) following her termination as well as by hacking Project Chimps' Dropbox account and stealing confidential documentation regarding employee compensation, internal business operations, and contracts. Alba then disclosed these confidential materials through various means.

132. The trade secrets, as described in the preceding paragraphs, misappropriated by Alba derive independent economic value from not being generally known or ascertainable through proper means by others who can obtain economic value from their disclosure or use.

133. This information was recognized in Alba's Non-Disclosure Agreement and are valuable, lucrative assets constituting legally protectable trade secrets.

134. Project Chimps takes, and at all time here relevant, has taken reasonable measures to maintain the confidential and secret nature of this information. As discussed above, those steps include: (1) the use of nondisclosure agreements; (2) IT security measures; (3) physical security measures; and (4) exit procedures.

135. On information and belief, Alba has used and will continue to use Project Chimps trade secret information, without Project Chimps' authorization, to drive donors away from Project Chimps.

136. As a direct and proximate cause of Alba's actual and threatened misappropriation of Project Chimps' trade secrets, Project Chimps has suffered irreparable harm and will continue to suffer irreparable harm that cannot be adequately remedied at law unless Alba is enjoined from engaging in any further acts of misappropriation and from continued possession in any form of trade secret information belonging to Project Chimps.

137. As a direct and proximate result of Alba's misappropriation, Project Chimps has suffered and continues to suffer damages and irreparable harm, and is entitled to all damages, attorneys' fees, costs and remedies permitted under the GUTSA. Each of the acts of misappropriation was done maliciously by Alba, thereby entitling Project Chimps to exemplary damages to be proved at trial.

COUNT IV
VIOLATION OF THE
GEORGIA UNIFORM DECEPTIVE TRADE PRACTICES ACT
(AS TO ALL DEFENDANTS)

138. Project Chimps alleges and incorporates by reference the preceding paragraphs as if set forth in full herein.

139. Through their acts as detailed above, Defendants willfully and knowingly violated Section 10-1-372(a)(8) of Georgia's Uniform Deceptive Trade Practices Act by disparaging Project Chimps' business through false or misleading representations of fact.

140. Through her acts as detailed above and by creating a website with a substantially similar URL to Project Chimps, Alba has also willfully and knowingly violated Section 10-1-

372(a)(12) of Georgia's Uniform Deceptive Trade Practices Act as she has engaged in conduct that creates a likelihood of confusion or of misunderstanding.

141. Defendants' willful and knowing deceptive trade practices have caused and are likely to continue to cause substantial injury to Project Chimps, including loss of donations, and Project Chimps is entitled to injunctive relief and an award of attorneys' fees.

COUNT V
CONVERSION
(AS TO ALBA)

142. Project Chimps alleges and incorporates by reference the preceding paragraphs as if set forth in full herein.

143. Project Chimps is the rightful possessor of valuable property consisting of photographs and an iPhone purchased for Alba's use as an employee.

144. Prior to or simultaneously with her termination, Alba took and carried away Project Chimps' property as described above, without Project Chimps' permission or consent.

145. Alba's taking, possessing, carrying away, and/or exercise of dominion over Project Chimps' property was inconsistent with Project Chimps' rights as owner of such property.

146. Project Chimps demanded the return of its physical and electronic property and confidential information, yet Alba refused to return Project Chimps' property.

147. Alba's actions described above were taken with actual malice and wrongful intent to cause injury to Project Chimps and/or to enrich herself to Project Chimps' detriment.

148. By her actions, Alba has wrongfully and unlawfully converted Project Chimps' property and exercised unauthorized dominion over it to Project Chimps' detriment and harm.

149. Alba has caused and will continue to cause monetary injuries, including loss of donations and damage to Project Chimps' reputation for which Project Chimps has no adequate remedy at law.

150. Thus, Project Chimps is entitled to an award of damages sustained by it as a result of Alba's actions, attorneys' fees, and any other available legal and equitable relief.

COUNT VI
TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS
(AS TO ALL DEFENDANTS)

151. Project Chimps alleges and incorporates by reference the preceding paragraphs as if set forth in full herein.

152. Defendants are aware that Project Chimps had existing business relationships with its donors and community.

153. Project Chimps had a reasonable expectation that its relationships with its donors would continue into the future.

154. Despite their knowledge of its relationships, Defendants intentionally attempted to induce Project Chimps' donors to terminate their relationships. Moreover, Defendants used wrongful means to do so by making false and misleading statements.

155. Defendants' actions were willful and malicious, and Defendants are strangers to Project Chimps' business relations with its donors.

156. Defendants' actions have caused substantial injury to Project Chimps, and Project Chimps is entitled to damages and an award of attorneys' fees.

COUNT VII
VIOLATION OF THE GEORGIA
COMPUTER SYSTEMS PROTECTION ACT
(AS TO ALBA)

157. Project Chimps alleges and incorporates by reference the preceding paragraphs as if set forth in full herein.

158. Alba's actions in taking Project Chimps' confidential information by hacking its protected Dropbox Account, for a reason she knew was not authorized – to defame Project Chimps – constitute violations of the Georgia Computer Systems Protection Act, O.C.G.A. § 16-9-90 *et seq.*, Alba acted without authorization in using Project Chimps' Dropbox account.

159. Alba's permission to access Project Chimps' Dropbox was revoked when her employment was terminated.

160. By directly or indirectly hacking Project Chimps' Dropbox account with knowledge that her use was without authority and with the intention of taking or appropriating Project Chimps' property, Alba committed the tort of computer theft.

161. As a result of Alba's actions, Project Chimps is entitled to recover its damages sustained – including loss of donations, ill-gotten gains by Alba incurred as a result of retention of the materials, and Project Chimps' expenditure in investigating Alba's actions – and the costs of this suit.

COUNT VIII
CIVIL CONSPIRACY
(AS TO ALL DEFENDANTS)

162. Project Chimps alleges and incorporates by reference the preceding paragraphs as if set forth in full herein.

163. Defendants have acted in concert to undertake the tortious conduct and other wrongs alleged above including, but not limited to, their coordinated campaign to spread false and defamatory statements about Project Chimps' operations.

164. Defendants' conspiracy is ongoing and continues to harm Project Chimps.

165. Under the conspiracy, all tortious acts in furtherance of the conspiracy are imputable to Defendants, and Defendants must be held liable for all tortious acts taken in furtherance of the conspiracy.

PRAYER FOR RECOVERY OF EXPENSES
(O.C.G.A. § 13-6-11)

166. Project Chimps alleges and incorporates by reference the preceding paragraphs as if set forth in full herein.

167. Defendants have acted in bad faith, have been stubbornly litigious, or have caused Project Chimps unnecessary trouble and expenses.

168. As a result, Project Chimps is entitled to recover its expenses of litigation from Defendants.

PRAYER FOR PUNITIVE DAMAGES
(O.C.G.A. § 51-12-5.1)

169. Project Chimps alleges and incorporates by reference the preceding paragraphs as if set forth in full herein.

170. Defendants' actions show willful misconduct, malice, fraud, wantonness, oppression, or such entire want of care that their conduct raises the presumption of conscious indifference to consequences.

171. As a result, Project Chimps is entitled to recover punitive damages from Defendants.

PRAYER FOR RELIEF

WHEREFORE, Project Chimps, in addition to the relief described above, respectfully prays for the following relief to Project Chimps against Defendants:

A. **Injunctive relief:** That Project Chimps be granted temporary, preliminary, and permanent injunctive relief requiring Defendants to (i) remove all content derived from

information misappropriated or wrongfully retained from Project Chimps from any media controlled by them; (ii) return all Project Chimps property in their possession, custody, or control; and (iii) delete any electronic copies of Project Chimps information that is in their possession, custody, or control after returning copies to Project Chimps. Project Chimps also requests that injunctive relief require Alba to comply with the obligations set forth in the Non-Disclosure Agreement.

B. **Return of Records and Other Property:** That Defendants be ordered to return immediately to Project Chimps all records and other property (including the photographs and iPhone purchased by Project Chimps) pertaining in any way Project Chimps (whether on paper, electronic, contained on computer disks, or in some other form, and any copies thereof), including, but not limited to, chimpanzees' medical records, internal correspondence, notes, employee information, confidential documentation, donor lists, or any other documentation not generally known by the public related to Project Chimps' operation of the chimpanzee sanctuary.

C. **Accounting:** That an accounting be conducted at Defendants' cost and expense of all work product and proceeds they have gained through the use of Project Chimps' trade secrets, confidential information, protectable business intelligence, and/or other proprietary information (or through violations of the Non-Disclosure and Photography Agreements).

D. **Review of Computers, Accounts, and other Electronic Storage Devices:** That Defendants should make available to a third party forensic expert (subject to an appropriate protective order covering Defendants' privacy interests in personal materials unrelated to Project Chimps or the animal sanctuary business generally) every computer, smart phone, external storage device (such as flash drives and external hard drives), Cloud-based file management account, email account, social media accounts, or other device or account on which Project Chimps' information

could reside so that, at Defendants' expense, the forensic expert can execute on a protocol to return the files in question to Project Chimps and purge the files so that Defendants can no longer have access to them.

E. **Compensatory Damages:** That judgment be entered for Project Chimps and against Defendants for such compensatory damages and interest as may have been caused to Project Chimps by the conduct of Defendants complained of herein.

F. **Punitive Damages:** That judgment be entered for Project Chimps and against Defendants for punitive damages.

G. **Statutory Relief:** That judgment be entered for Project Chimps and against Alba for compensatory and exemplary damages, attorneys' fees, costs, and interests, pursuant to the Georgia Uniform Trade Secrets Act.

H. **Attorneys' Fees:** That judgment be entered for Project Chimps and against Defendants for reasonable attorneys' fees incurred by Project Chimps in prosecuting this action.

I. **Costs:** That Project Chimps be awarded its costs in this action; and

J. That Project Chimps be awarded such other and further relief as this Court deems just and equitable.

[signature block on following page]

Respectfully submitted,

//Alex Meier

Alex Drummond (Georgia Bar No. 231116)

adrummond@seyfarth.com

Alex Meier (Georgia Bar No. 282350)

ameier@seyfarth.com

SEYFARTH SHAW LLP

1075 Peachtree Street, N.E.

Suite 2500


Atlanta, Georgia 30309-3962

Telephone: (404) 885-1500

Facsimile: (404) 892-7056

Dated: May 31, 2020

Counsel for Plaintiff Project Chimps, Inc.

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EXHIBIT A

**NONDISCLOSURE AGREEMENT WITH RESPECT TO CONFIDENTIAL
INFORMATION AND DOCUMENTS TO BE SHARED**

As you know, Project Chimps ("PC") will be granting you access to confidential and proprietary information and data, for the purpose of exploring the possibility of forming a working relationship with You. The obligations and restrictions of this agreement shall apply to You, and the term "You" within this agreement shall be understood to apply to you and your employees, independent contractors, or other affiliates or agents who receive access to Confidential Information as it is defined in this agreement.

The purpose of this agreement is to define the confidentiality obligations between PC and You in connection with the access being granted to confidential and proprietary information and data.

All non-public information concerning or relating to PC made available to you or otherwise disclosed to You ("Confidential Information") shall be maintained in confidence by You, will not be disclosed to any third party, and will not be used for purposes other than the consultations and communications between PC and You.

For the purpose of this agreement, Confidential Information shall include but shall not be limited to any and all information regarding the potential for Your work, or Your actual work, with PC in connection with PC's business, including but not limited to any information about chimpanzees, and including but not limited to the following types of information: chimpanzee names, genders, ages, housing details, the source of the chimpanzees or their prior owners or locations, health histories and behavioral management records

Confidential Information shall include all such information given to You in any form of communication or correspondence, including orally or in writing, in person or by telephone, email or other electronic communication, or in any documents.

Any use or disclosure of Confidential Information is prohibited under this agreement.

Access to Confidential Information will be limited to those persons employed by or affiliated with You involved in the collaborative project between you and PC.

The obligations in this Agreement shall apply for each particular item of Confidential Information. The obligations shall preclude disclosure from the time of its receipt until and unless PC publicly discloses the item of Confidential Information.

The obligations in this Agreement shall apply and survive even if PC's relationship with You does not continue, and shall also survive any termination of PC's relationship with You. You shall, upon request from PC, destroy or return to PC all

Confidential Information and any materials (including electronic materials) that contain Confidential Information.


You acknowledge that consideration for this agreement, to the extent required by law, has been provided to You. Such consideration includes but is not limited to PC's willingness to provide You with access to Confidential Information and to consider a relationship with You.

Please acknowledge your agreement to the foregoing by signing this letter in the space below, and returning it to my attention.

Agreed and accepted,

A handwritten signature in cursive script that reads "Crystal Alba".

Date: 7/22/16

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EXHIBIT B

**NONDISCLOSURE AGREEMENT WITH RESPECT TO CONFIDENTIAL INFORMATION AND
DOCUMENTS TO BE SHARED**

As you know, Project Chimps ("PC") will be granting you access to confidential and proprietary information and data, for the purpose of exploring the possibility of working relationship with you. The purpose of this letter agreement is to define the confidentiality obligations between PC and you in connection with the access being granted to confidential and proprietary information and data.

All non-public information concerning or relating to PC made available to You or otherwise disclosed to You ("Confidential Information") shall be maintained in confidence by You, will not be disclosed to any third party, and will not be used for purposes other than the consultations and communications between PC and You.

For the purpose of this agreement, Confidential Information shall include but shall not be limited to the following types of information: chimpanzee names, genders, ages, housing details, health histories and behavioral management records, and telephone, email and in-person communication regarding the potential for your work with PC in connection with chimpanzees going to a sanctuary run by PC. Any other use or disclosure of Confidential Information is prohibited under this letter agreement.

Access to Confidential Information will be limited to those persons employed by or affiliated with You involved in the collaborative project between the You and PC. The obligations and restrictions of this letter agreement shall apply to You and your employees, independent contractors, or other agents who receive access to Confidential Information, and the term "You" within this letter agreement shall be understood to apply to all of the foregoing entities and persons.

The obligations in this Agreement shall apply for each particular item of Confidential Information from the time of its receipt until PC publicly discloses the item of Confidential Information, or, if PC has not disclosed the item, until the latest and last of the following events has occurred: (i) the termination of trade secret status for the item of Confidential Information, as determined under applicable law; and (ii) the termination of PC's obligation to maintain the secrecy of the item of Confidential Information pursuant to federal or state privacy laws or regulations or other applicable law.

The obligations in this Agreement shall apply and survive even if the Project does not move forward and shall also survive any termination of the Project, or any termination of Your involvement with Project. You shall, upon request from PC, destroy or return to PC all Confidential Information and any materials (including electronic materials) that contain Confidential Information.


You acknowledge that consideration for this agreement, to the extent required by law, has been provided to You. Such consideration includes but is not limited to PC's willingness to provide You with access to Confidential Information and to consider a relationship with You.

Please acknowledge your agreement to the foregoing by signing this letter in the space below, and returning it to my attention.

Agreed and accepted,

Cynthia

Date: 1-9-17

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EXHIBIT C



Updated Photo Policy

September 12, 2018

Photography, Video & Written Works Policy

Employees are encouraged to take photos and videos of the chimpanzees and the sanctuary on personal cameras (including cell phones) in a safe manner. However, all images of the chimpanzees are subject to the following conditions:

OWNERSHIP OF CREATED MATERIAL

1. All written curricula, printed publications, crafted items, photographs or any other works created by an employee, volunteer or intern for Project Chimps during a routine employee, volunteer or internship shift or whenever using Project Chimps equipment will be a “work for hire.” Project Chimps, therefore, will be the owner of such works.
2. Photos and videos taken at the Project Chimps facility or at an off-site event which Project Chimps is officially participating in, during a normal employee, volunteer or intern shift using personal or Project Chimps equipment must be downloaded on a Project Chimps computer and may be used without individual credit to the photographer unless the individual is serving in an assigned role of Photographer; all works will be credited to “Project Chimps” when individual credit cannot be given.
3. Photos and videos taken by an employee, volunteer or intern serving in the assigned role of Photographer, and who has signed an additional agreement with The HSUS Photography or Video department, and when using personal equipment or specific equipment assigned for use by The HSUS and/or Project Chimps shall remain solely owned by the individual photographer. In this role, Photography employees, volunteers and Interns are to coordinate the downloading, submission, and crediting criteria directly with The HSUS Photography or Video department into Merlin or other approved cloud-based storage.
4. The employee, volunteer, or intern may not share images of the chimpanzees, Project Chimps activities, or the sanctuary obtained under the category of “work for hire” publicly, including but not limited to social media, conventional media, publications, or public presentations, unless Project Chimps has also shared the image publicly via the website, social media, conventional media, publications, or public presentations, or unless Project Chimps provides written permission.

5. Photos and videos taken at the Project Chimps facility off-shift, using personal equipment shall not be considered a “work for hire” and are considered unrestricted for use and distribution ONLY if the images were taken from an area we would normally permit the public, such as the viewing windows outside the perimeter wall.

Employees, volunteers, interns may in the course of their job need to send or share images of the chimps or the sanctuary with other employees, vendors, or contractors for medical, behavioral, or facility incidents. This type of activity is allowed within the scope of your approved job responsibilities.

Violations of this policy may result in disciplinary action, up to and including termination of employment.

Project Chimps Employee Manual Acknowledgement Form

I have received my copy of the Updated Photography, Video & Written Works Policy and I understand that it is my responsibility to read and comply with the policies contained in this


revision. I understand that I should consult my supervisor or Manager of Administration regarding any questions not answered in this policy revision.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by Project Chimps. I understand that revised information may supersede, modify, or eliminate existing policies.

Print Name

Signature

Date

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EXHIBIT D

Project Chimps Employee Manual Acknowledgement Form

I have received my copy of the Updated Photography, Video & Written Works Policy and I understand that it is my responsibility to read and comply with the policies contained in this revision. I understand that I should consult my supervisor or Manager of Administration regarding any questions not answered in this policy revision.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by Project Chimps. I understand that revised information may supersede, modify, or eliminate existing policies.

Crystal Alba


Print Name

Crystal Alba

Signature

10-8-18

Date

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EXHIBIT E



Inspection Report

Project Chimps
Po Box 2140
Blue Ridge, GA 30513

Customer ID: **334775**

Certificate: **57-C-0350**

Site: 001

PROJECT CHIMPS

Type: ROUTINE INSPECTION

Date: 09-JAN-2020

No non-compliant items identified during this inspection.

This inspection and exit interview were conducted with the executive director.

Prepared By:

THOMAS CARLA, D V M

THOMAS CARLA, D V M USDA, APHIS, Animal Care

Title: VETERINARY MEDICAL OFFICER 6133

Received By:

Date:

17-JAN-2020

Date:




United States Department of Agriculture
Animal and Plant Health Inspection Service

Customer: 334775
Inspection Date: 09-JAN-20

Species Inspected

Cust No	Cert No	Site	Site Name	Inspection
334775	57-C-0350	001	PROJECT CHIMPS	09-JAN-20

Count	Scientific Name	Common Name
000079	<i>Pan troglodytes</i>	CHIMPANZEE
000079	Total	

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EXHIBIT F



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Project Chimps: Concerns Raised Over Animal Welfare

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Kissel (<https://fannin.fetchyournews.com/author/nataliek/>)



kind of false information and mischaracterizations that we have seen in the reports we received.”

“PETA has no authority to conduct an investigation there, so we turned the allegations over to the Global Federation of Animal Sanctuaries (GFAS), which is the body that accredits sanctuaries and accredited Project Chimps,” Guillermo stated of PETA’s efforts.

Guillermo says that she has been told that GFAS has looked into the allegations against Project Chimps and has made recommendations for improvements.

Guillermo spoke of the chimps’ pasts in a lab and said, “The last thing anybody wants to see is these animals put in conditions that are anything less than optimal.”

GFAS Executive Director Valerie Taylor also spoke with FetchYourNews regarding the concern analysis performed on Project Chimps.

Taylor says that GFAS became involved in Feb. 2020 after whistleblower complaints came to the organization via GFAS’ website (<https://www.sanctuaryfederation.org/>): “Our standard operating procedure when we receive those concern forms via our website is always to follow up and conduct an analysis.”

Project Chimps has been accredited by GFAS since Jan. 2018.

Taylor acknowledged that recommendations had been made to Project Chimps and said, “It is really rare for any accredited sanctuary, that goes through our GFAS process and goes before a GFAS accreditation committee, to not come away from that without recommendations.”

“We certainly didn’t find anything that was an emergency as far as animal welfare and animal health,” Taylor said of her agency’s findings. “What we found is just some systems that need to be put into place so that it will help the sanctuary, particularly as they look to increase their population of animals retiring out of laboratories.”

When asked about her overall feelings on the practices of Project Chimps, Taylor said there were “no concerns for animal or human safety there.”

Executive Director Ali Crumpacker sent out a statement in a letter to volunteers, after concerns began to be made, that reads in part:

“It is clear that the bulk of what has been alleged to date is false. The rest appears to be based on partial information, half-truths, gross misinterpretations presented out of context to PETA. The allegations originated with a small group of detractors with their own agenda who no longer support our mission.”

“We are confident we will manage to clear all of the allegations made against us. Our major donors have already signaled unflagging support. As volunteers your continued support is also essential to helping us achieve that end. Thank you.”

Crumpacker did confirm that Project Chimps had already been proactively looking for a new Director of Chimpanzee Care (veterinarian) after McClearen announced that he would be retiring. There are candidates that Project Chimps has been in contact with but could not provide more information at this time.

According to Guillermo many of the complaints could be fixed by simply having experts on the grounds to care for the chimps.

Those who are speaking out are calling for the same actions as Guillermo suggests and a change in leadership.


“What I believe needs to happen at Project Chimps is structural change,” former employee Vanderhoogt said, adding, “The Board needs to be refreshed and the leadership at the organization needs to be removed. People with actual chimp experience need to be put in place so that the chimps can have people working on their behalf who truly understand the issues of working with chimpanzees.”

Current employees, like Williams who spoke on the record, feel that the leadership at Project Chimps is doing a great job: “They are more open to input from employees than most places that I’ve worked. They definitely took all of the allegations seriously. I have no questions about Project Chimps being the best welfare for the chimps.”

As for Painelle, who was pictured at the beginning of this article having suffered a mouth wound, according to both Crumpacker and Williams she is doing fine and resolved the issue on her own.

Williams said, after noting that Project Chimps was monitoring her condition closely, “She did take care of them herself. It was the best for her welfare for a whole bunch of different reasons.”

Sedation, according to Williams, is difficult for a chimpanzee because it is a scary experience for the chimp itself and it also disrupts dynamics having the chimp removed and then reintroduced to the group. Williams also noted that in the wild chimpanzees

 **EFILED IN OFFICE**
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FANNIN COUNTY, GEORGIA
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JWH
JUN 01, 2020 09:13 AM


Dana Chastain, Clerk
Fannin County, Georgia

EXHIBIT G



Termination Form

**Employee Name
& Title:**

Crystal Alba

Department:

Veterinary/Chimp Care

Manager:

Laura Mayo

Type of Action:

☒ Termination

☐ Resignation

Type of Violation:

☐ Confidentiality

☐ Safety

☐ Professional
Conduct

☐ Attendance

☐ Damage to
Sanctuary Property

☒ Improper Chimpanzee
Care Procedures

☐ Poor General Job
Performance

☐ Other: _____

Policy Violation or Performance Issue - *Project Chimps Code of Conduct; Violation of Basic Chimpanzee Welfare Considerations; Neglect of Chimpanzee Health; Failure to Inform Veterinarian of Possible Chimpanzee Medical Issue*

Failure to notify your supervisor of a chimpanzee injury, failure to provide care for a chimpanzee, failure to follow policies and procedures with respect to chimpanzee welfare – It has been reported that at 11:30 am on March 27, 2020, you documented and filmed a medical condition that was being evaluated by the veterinary staff, specifically, a dental injury to a chimpanzee known as Panielle. Despite the fact that this video could have provided valuable information that would have helped in Panielle's treatment, and despite the fact that your failure to report this could have negatively impacted her health and welfare, and despite the fact that you are obligated as veterinary assistant to report such findings to the primaries, your supervisor, and the veterinarian, you did not share the video recording with appropriate Project Chimps personnel nor suggest additional medical treatment for the chimpanzee whose injury you recorded.

Your conduct involves denial of potential medical treatment for a chimpanzee under your care, and includes multiple violations of the core values, goals and mission of Project Chimps, of which you are well aware and which include providing exemplary care for chimpanzees, and engaging in respect, integrity and compassion for them, as well as your colleagues.

After review of the video that you took, which you failed to report, two other staff have confirmed your location and time they witnessed you in Chateau B on top of the mesh, with your phone in hand. On the video a radio call can be heard which further identifies the time this recording was made.

As a key member of the medical team, it is your responsibility to immediately notify both your supervisor and the treating veterinarian should you observe any concerns, issues, or injuries during your morning rounds. Your failure to disclose that you had obtained diagnostic views of an injury that was still under evaluation may have impeded the veterinarian's ability to diagnosis and prescribe a treatment plan.

As stated in the employee handbook, "**Project Chimps has established a Program of Veterinary Care. All personnel play a role in monitoring and protecting the health of the chimpanzees, and reporting concerns to the Veterinarian. Failure to do so may result in disciplinary action, up to and including termination**".

By your signature on October 8, 2018, you stated that you understood this policy.

Employee Comments (Use reverse if necessary.)

Refused to Sign

Employee Signature

Date

Deanna Stratten for Laura May 3/31/2020

Supervisor Signature

Date

Those present Deanna, Ali, Crystal

Employee Termination Checklist

Separating employees will be responsible for ensuring that all items are initialed below. Failure to do so can result in the payment delay of final compensation. Supervisor/applicable party's initials indicate items have been returned/paperwork has been completed.

Crystal Alba
Employee Name

Employee ID#

Department Supervisor/Branch Manager

☒ Office/shop keys

MIS Administration

____ Cellular Phone/Radio

Tool Room

Radio
Tool Room Clearance _____

Property Management

Property Clearance

Uniforms

Human Resources:

☒ Resignation Letter or Discharge Letter

N/A Memo to the file if no resignation/discharge letter is available

Exit Interview Questionnaire

Final Time Record

N/A Employee Identification Badge

☒ Notification regarding Benefits Admin, if applicable

☒ Notify IT to remove from email and computers

☒ Remove Social Media access

☒ Send email to Ali and Laura to remove from Zimms


☒ Remove from Dropbox

☒ Remove from Volgistics Ali

Will Bring - Crystal never Returned I Phone

Collaborating Facebook / Photos Volunteers

Camera

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FANNIN COUNTY, GEORGIA
SUV2020000199
JWH
JUN 01, 2020 09:13 AM


Dana Chastain, Clerk
Fannin County, Georgia

EXHIBIT H

Ali Crumpacker

From: Deanna Stratton
Sent: Tuesday, May 12, 2020 4:47 PM
To: Ali Crumpacker
Subject: FW: [EXTERNAL] We noticed a new sign in to your Dropbox

Deanna Stratton

Manager of Administration, Project Chimps

dstratton@projectchimps.org

P 706-374-0021 C 706-455-1045

projectchimps.org



To support our work, please make a [monthly donation](#), visit our [Amazon WishList](#) or [volunteer](#).



From: Dropbox <no-reply@dropbox.com>
Sent: Saturday, May 9, 2020 10:45 PM
To: Deanna Stratton <dstratton@projectchimps.org>
Subject: [EXTERNAL] We noticed a new sign in to your Dropbox



Hi Deanna,

A new web browser just signed in to your Dropbox account. To help keep your account secure, let us know if this is you.

Is this you?

When: **May 9, 2020 at 10:44 pm (EDT)**

What: **Chrome on Mac OS X**

Yes

No

[I'm not sure](#)

Learn more on how to [protect your account](#).

Thanks,

- The Dropbox Team

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